REPORT ID: WVFA70U0

STATE OF WEST VIRGINIA

05/04/12 10:24:29

PAGE 1 FINANCIAL INFORMATION MANAGEMENT SYSTEM

OFFICE OF THE STATE AUDITOR

BASKET ESSENTIAL

INVOICE COVER SHEET

AUDITOR ENTRY ID: I 4 13415560 WVFIMS DOCUMENT ID: I 13415560

STATE ORGANIZATION: 0307

STATE ORGANIZATION NAME: WV DEVELOPMENT OFFICE

ORGANIZATION CONTACT: CARL D. SMITH ORGANIZATION ADDRESS: BLDG 6 ROOM 645

CHARLESTON

WV 25305-0000

ORGANIZATION: 0307

ORGANIZATION NAME: WV DEVELOPMENT OFFICE

DATE PREPARED: 06/04/12

DOCUMENT AMOUNT: 550,000.00

VENDOR INVOICE NUMBER: 2012236

AGENCY COMMITMENT: AGENCY DOCUMENT:

SPECIAL AUTHORIZATION: 4

OPEN END CONTRACT NUMBER:

DUE DATE: 06/04/12

SPECIAL HANDLING: N VENDOR NUMBER: 558412

VENDOR NAME: OLD WHITE CHARITIES INC

VENDOR ADDRESS: 300 W MAIN ST

WHITE SULPHUR SPRING WV 24986-

CONTACT PERSON/PHONE: STEVEN MEESTER

304-957-2073 EXT:

CASH ADVANCE: N BEGIN TRAVEL: / /

END TRAVEL: / /

COMMENTS: GREENBRIER CLASSIC SPONSOR PAYMENT

JULY 2-8,2012

ELECTRONICALLY AUTHORIZED BY: DIANA SPENCE

DATE: 2012-06-04

HUMAN RESOURCE MANAGER

APPR	OVED	BY AUD	TOR:			DATE:
FUND	FY	ORG	ACT	OBJ	GRANT	AMOUNT
3171	2012	0307	099	035		550,000.00
		TOT	AL IN	VOICE	THUOMA	550,000.00



State of West Virginia C/O Keith Burdette

July 2 - July 8, 2012

I hereby certify that the items listed hereon nave been received and approved for payment

Invoice # 2012 - 236

Due

\$550,000.00

TOTAL DUE

\$550,000.00

Please make check payable to Old White Charities, Inc. Please return one copy of invoice with remittance.

Jon Krakower, Sponsorship Sales Manager The Greenbrier Classic 300 West Main Street White Sulphur Springs, West Virginia 24986

THANK YOU.

WV-48 (rev. 08/2010)

State of West Virginia Purchasing Division

AGREEMENT

Purchase Order #	WVFIMS Account #	I Company
TEAM Vendor #	WVFIMS Vendor #	
I, Old White Charities, Inc.	, agree to perform the	following service
for WV Development Office at The Greenbrid	ier Resort. White Sulphur Springs	venerally service
Presenting sponsorship of 2012 Greenbrier Classic Go	of Tournament	
(Detailed descript	Office of convices to be performed)	
Date(s) of Service: from April 1, 2012	to June 30, 2012	
The rate of pay shall be \$550,000	per invoice	not to exceed
\$ 550,000 for the e	entire term of the contract.	
NOTE: Any anticipated travel must be incompleted and is the sole responsible to the vender of the ve	onsibility of the vendor. The following certifor is a full-time employee of the State of \	fination much ha
	employee of the State of West Virginia;	
Currently a run-time employ	yee of the State of West Virginia (complete ce	rtification below).
It is hereby certified that the services to be pe	erformed under this agreement will not interfe	re with or detract
from the full-time duties of the employed	e and the amount of annual compensati	ion received by
N/A (above na	amed vendor) from the State of West Virg	inia for full time
employment during the current fiscal year will be	e \$ N/A The vandor serves as N/A	
with the title of WA	, certified by	(Position)
	(Supermor's Signs	tura)
GENERAL TERMS AND CONDITIONS: The located on the Purchasing Division's website at "Terms and Conditions") are hereby made a pareference. By signing this agreement, Vendor understands them, and agrees to be bound by the standard of the sta	of nttp://www.state.wv.us/admin/purchase/vr art of this agreement and are specifically incorp conditions that it has reviewed the Terms and	c/POTandC.pdf.
APPROVED BY:	^	
Agency West Virginia Development Office	Vendor Old White Charities, Inc.	
Executive Director	(Vendor's Signalure)	
05/17/2012 (Tield)	(Secini Security or PEIN)	
(Date)	- 1 05.14.2012- (Outo)	

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be tree from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
- 11. TAXES: The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipas.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 16. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or tocal agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 17. ANTITRUST: In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vandor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vandor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



(855) 453-48.

TOURNAMENT

GREENBRIER CLASSIC - SPECTATOR INFORMATION - SCHEDULE OF EVENTS

SCHEDULE OF EVENTS

POLICIES

PARKING & SHUTTLING

COURRE MAP

SCHEDULE OF EVENTS

GREENBRIER UP TO THE MINUTE

Buy Badges Socialize Countdown

38 17 16 5

July 2-8, 2012

Monday 7/2

8:00am Gates Open

ALL DAY PGA TOUR Practice Rounds

1:30pm Monday Pro-Am

Tuesday 7/3

8:00km Gates Open

ALL DAY PGA TOUR Practice Rounds

1:30pm Youth Clinic

Wednesday 7/4

7:00am Gates Open

7:10am Wednesday Pro-Am Morning Flight 12:30pm Wednesday Pro-Am Afternoon Flight

Evening Concert & Fair Grounds

The Greenbrier's Got Country Class - 7:30pm Tohy Keith w/ special guest Lionel Richie- 9:00pm

Thursday 7/5

7:00ain Gates Open

FIRST ROUND OF COMPETITION

Caldan, 716

TARRES CALTE CARE

SECOND ROUND OF COMPETITION Evening Concert @ Fair Grounds Rod Stewart w/ special guests The Fray - 7:30pm

Saturday 7/7

8:00cm Gntes Open

THIRD ROUND OF COMPETITION Evening Concert @ Fair Grounds

Bun Javi - 8:00pm

Sunday 7/8

8:00am Gates Open

FINAL ROUND OF COMPETITION 6:00pm Awards Ceremony at the 18th Green

(Schedule subject to change)

CONTACTUS DIRECTIONS

SITE MAP

PRESENTING PARTHERS

F:T-N

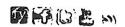
CSX



68° LIGHT

☐ season

Division



The Greening Resert, 200 by their Bleed tone Sulphus Serres. We 26525 -Copyright: 2010 The Greenbury Auryon reaction. Wichele Dasign by RTP State of West Virginia

Important remittance information on top panel
Remittan: WV DEVELOPMENT OFFICE
Questions? Contact: Diama SPENCE at 304-957-2065 left. office

MUTE OLD WHITE CHARITIES INC

WEST VINGINIA TREASURY

STORE WILLIAMS

STORE AND ITCH

STO

REPORT ID: WVFA70U0 STATE OF WEST VIRGINIA PAGE 1 FINANCIAL INFORMATION MANAGEMENT SYSTEM OFFICE OF THE STATE AUDITOR

01/06/12 13:58:35

BASKET ESSENTIAL INVOICE COVER SHEET

AUDITOR ENTRY ID: I 5 12658200 WVFIMS DOCUMENT ID: I 12658200

STATE ORGANIZATION: 0307

STATE ORGANIZATION NAME: WV DEVELOPMENT OFFICE

ORGANIZATION CONTACT: CARL D. SMITH ORGANIZATION ADDRESS: BLDG 6 ROOM 645

CHARLESTON

WV 25305-0000

ORGANIZATION: 0307

ORGANIZATION NAME: WV DEVELOPMENT OFFICE

DATE PREPARED: 01/06/12

DOCUMENT AMOUNT: 500,000.00

VENDOR INVOICE NUMBER: OLDWHITEC073111

AGENCY COMMITMENT: AGENCY DOCUMENT:

SPECIAL AUTHORIZATION: 4

OPEN END CONTRACT NUMBER:

DUE DATE: 01/06/12

SPECIAL HANDLING: N VENDOR NUMBER: 558412

VENDOR NAME: OLD WHITE CHARITIES INC

VENDOR ADDRESS: 300 W MAIN ST

WHITE SULPHUR SPRING WV 24986-

CONTACT PERSON/PHONE: CARL D SMITH

304-957-2065 EXT:

CASH ADVANCE: N BEGIN TRAVEL: / /

END TRAVEL: / /

COMMENTS: PRESNTING SPONSOR PAYMENT GREENBRIER CLA

SSIC 7/25-7/31/11

ELECTRONICALLY AUTHORIZED BY: CARL D SMITH

ADMIN SERV ASST III

DATE: 2012-01-06

APPR	OVED	BY AUDI	TOR:		, Br. 45	v .	DATE:	
FUND	FY	ORG	ACT	OBJ	GRANT	••	AMOUNT	
3171	2012	0307	099	035			500,000.00	
	. 7.	TOT	AL IN	VOICE	AMOUNT		500 000 00	



The State of West Virginia C/O Keith Burdette

Presenting Partner July 25 - July 31, 2011

December, 2011

\$500,000.00

TOTAL DUE

\$500,000.00

Please make check payable to Old White Charities, Inc. Please return one copy of invoice with remittance.

Jon Krakower, Sponsorship Sales Manager The Greenbrier Classic 300 West Main Street White Sulphur Springs, West Virginia 24986

THANK YOU.

I hereby certify that the items listed hereon have been received and approved for payment.

Herry Email

State of West Verginia

Emportant remittance information on top panel

Senittan: WV DEVELOPMENT OFFICE

Quastioner Contact: CARL D. SMITH at 304-957-2065 Eng. 1786

JANUARY 12, 2012

BORGE OLD WHITE CHARITIES INC

JANUARY 12, 2012

BORGE OLD WHITE CHARITIES INC

WEST VERGINIA TREASURY

BOWE WEARINGS

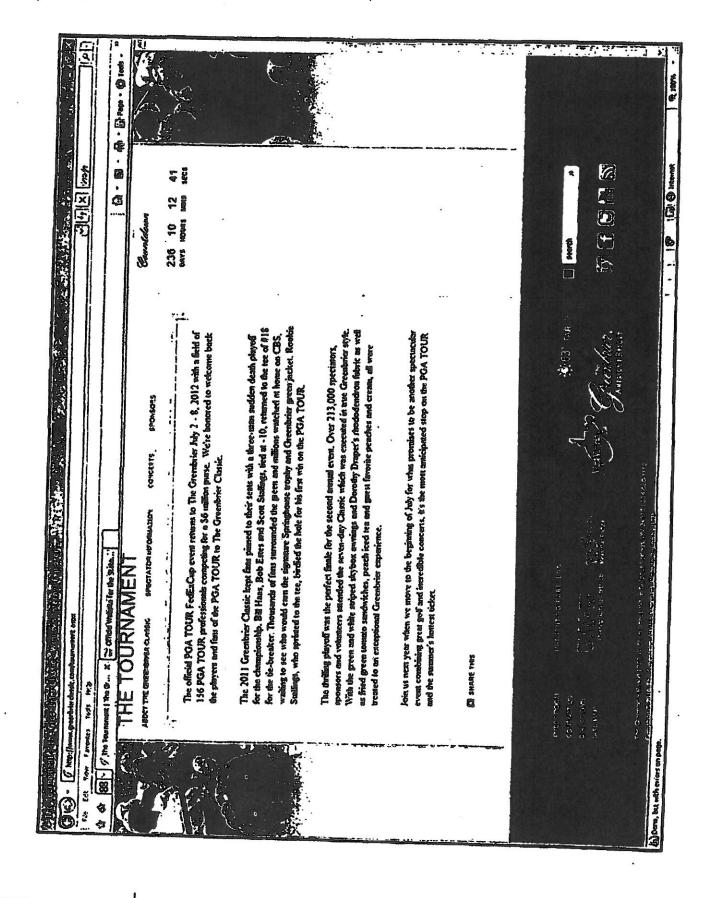
BOWE WEARINGS

BOWE WEARINGS

BOWE WEARINGS

BOWE WEARINGS

BOWE WEARINGS



GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

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- 4. COMPLIANCE: Seller shall comply with all federal, state and local taws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Setter without the Buyer's consent.
- 7. WARRANTY: The Selier expressly warrants that the goods and/or services covered by this order will:

 (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
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- 15. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 16. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vandor is licensed and in good standing with the above entities.
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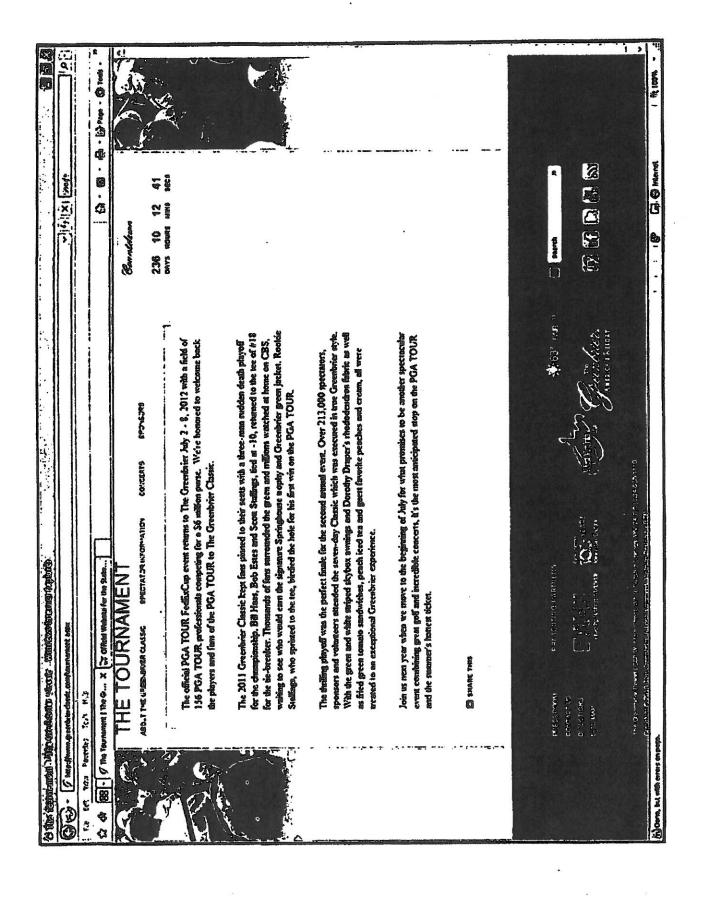
Rev. 8/09/10

WV-48 (rev. 08/2010)

State of West Virginia Purchasing Division

AGREEMENT

Purchase Order #	WVFIMS Account #3171-2012-0307-099-035
TEAM Vendor #	WVFIMS Vendor #
I, Old White Charities Inc 300 W Main ST White Sulphur S for WV Development Office at Greenbrier Resulted Sponsorship of the Greenbrier Classic Golf Tou	ort .
Presenting Sponsorship of the Greenbrier Classic Goll To	of sonday to be perfected
Date(s) of Service: from July 25, 2011	to July 31,2011
The rate of pay shall be	Der Invoce
\$ 750,000.00 for the en	ntire term of the contract.
by the State and is the sole respon- completed and signed if the vendo	rporated into the vendor's fee. No travel will be reimbursed asibility of the vendor. The following certification must be or is a full-time employee of the State of West Virginia.
Please check the appropriate box below:	mployee of the State of West Virginia;
[I am currently a full-time employ	yee of the State of West Virginia (complete certification below).
It is because carlified that the services to be pe	erformed under this agreement will not interfere with or detract
	e and the amount of annual compensation received by smed vendor) from the State of West Virginia for full-time
NA (above na	S NA . The vendor serves as NA
	certified by
with the little of NA	(Supervisor's Styrotom)
located on the Purchasing Division's website a	e General Terms and Conditions for Purchase Order/Contract at http://www.state.wv.us/admin/purchase/vrc/POTandC.pdf, earl of this agreement and are specifically incorporated herein by r certifies that it has reviewed the Terms and Conditions, fully their provisions.
APPROVED BY: Agency WV pevelopmens/Office Office Executive Director (Deep)	Vendor Old White-Charities Inc (Vendor Standard) (Vendor Standard) (Vendor Standard) (Vendor Standard) (Vendor Standard) (Vendor Standard)





The State of West Virginia C/O Keith Burdette

Presenting Partner
July 25 - July 31, 2011

Due October 26, 2011

\$750,000.00

TOTAL DUE

\$750,000.00

Please make check payable to Old White Charities, Inc. Please return one copy of invoice with remittance.

Jon Krakower, Sponsorship Sales Manager The Greenbrier Classic 300 West Main Street White Sulphur Springs, West Virginia 24986

THANK YOU.

I hereby certify that the items listed hereon have been received and approved for payment.



West Virginia State Auditor's Office Request for Special Processing

Reques	st for:	
x	*Manual Warrant (check received same of *Walk through (check received next busing Marked for Special Handling in WVFIMS	ness day)
W/FIM:	S ID:	
	for request: OLD WHITE CHARITI ORDER TO BEGIN THEIR DISTRIBUTION	ES NEED THE FUNDS
ORGAN	IZATIONS	THE TO LOOK
*I under request a indicated	rstand a fee of \$5 per transaction will be charged and wish to have the transactions identified on to above.	ged to the State agency making this request processed in the ma
W Deve	State Agency Name	307 State Org ID
Sign	nature of Agency Representative	11/7/2011 Date

REPORT ID: WVFA70U0 STATE OF WES PAGE 1 FINANCIAL INFORMATI OFFICE OF THE	ON MANAGEMENT SYSTEM 16:26:25
	BASKET ESSENTIAL
INVOICE C	OVER SHEET AUDITOR ENTRY ID: I 5 12563675 WVFIMS DOCUMENT ID: I 12563675
STATE ORGANIZATION: 0307 STATE ORGANIZATION NAME: WV DEVELOPME ORGANIZATION CONTACT: CARL D. SMIT ORGANIZATION ADDRESS: BLDG 6 ROOM	H
CHARLESTON ORGANIZATION: 0307 ORGANIZATION NAME: WV DEVELOPMEN	WV 25305-0000 T OFFICE
DATE PREPARED: 11/07/11 DOCUMENT AMOUNT: 75 VENDOR INVOICE NUMBER: OLDWHITEC1 AGENCY COMMITMENT: AGENCY DOCUMENT:	0,000.00 02611
SPECIAL AUTHORIZATION: 4 OPEN END CONTRACT NUMBER: DUE DATE: 11/07/11 SPECIAL HANDLING: N VENDOR NUMBER: 558412 VENDOR NAME: OLD WHITE	CHARITIES INC
VENDOR ADDRESS: 300 W MAIN	ST
WHITE SULP	HUR SPRING WV 24986-
CONTACT PERSON/PHONE: CARL D SMITH *CASH ADVANCE: N BEGIN THE	304-957-2065 EXT: RAVEL: / / END TRAVEL: / /
COMMENTS: PRESENTING PARTNER SPONSORSI GREENBRIER CLASSIC 7/28-31/1	HIP OF
ELECTRONICALLY AUTHORIZED BY: CARL D S	SMITH DATE:2011-11-07 CRV ASST III
APPROVED BY AUDITOR:	DATE:
FUND FY ORG ACT OBJ GRANT	AMOUNT
3171 2012 0307 099 035	750,000.00
TOTAL INVOICE AMOUNT	750,000.00

RFQ No	·

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the eggregate.

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentally established by one or more countles or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under panalty of law for false awearing (West Virginia Code §61-5-3), it is hereby certified that the vandor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name:	2012 10/2011
Authorized Signature:	Date: 10/26/20(1
SIBLE OF WEST MAGINIA	
County of Free brice to-wit:	n Octobed 2011.
Taken, subscribed, and sworn to before me this 2 1 d	ay of <u>Veto bed</u>
My Commission expires 12 30	20_12
AFFIX SEAL HERE	NOTARY PUBLIC Have Stanley
APPLIX SEAF URINE	
OFFICIAL STAL	•

Karan Stanley Notory Public State of West Virginia Commission Expires December 30, 2012 HC 66 BOX 316 Renick, WY 24966

Purchasing Affidavit (Revised 12/15/09)

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from delect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
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- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/notice/Confidentiality.pdf.
- 16. LICENSING: Vendors must be ilcensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 17. ANTITRUST: in accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

State of West Virginia Purchasing Division

AGREEMENT

Purchase Order #	WVFIMS Account #	Philipping 1770 to the second
TEAM Vendor #	WVFIMS Vendor #	
Old White Charities, Inc. Name and address for WV Development Office at The Greenb	, agree to perform t	he following services
Presenting Sponsorship of the Greenbrier Classic Gol	# Tournament	
	artidan of services to be performed)	
Date(s) of Service: from July 25, 2011	to July 31, 2011	
• • • • • • • • • • • • • • • • • • • •	per invoice	not to exceed
\$ 500,000 for the		
by the State and is the sole resp	ncorporated into the vendor's fee. No trave ponsibility of the vendor. The following c ndor is a full-time employee of the State	ertification must be
Please check the appropriate box below:		
I am not currently a full-time	e employee of the State of West Virginia;	
I am currently a full-time emp	ployee of the State of West Virginia (complete	e certification below).
	performed under this agreement will not into	
(above	named vendor) from the State of West	Virginia for full-time
employment during the current fiscal year will	be \$ The vendor serves as	
with the title of	, certified by	(Position)
	Supervisor	ı Signatura)
located on the Purchasing Division's website ("Terms and Conditions") are hereby made a	The General Terms and Conditions for Purce at http://www.state.wv.us/admin/purchas a part of this agreement and are specifically independent of the Terms by their provisions.	se/vrc/POTendC.pdf, accorporated herein by
APPROVED BY:		
Agency West Virginia Development Office	Vendor Old White Charities, Inc.	
JAMES STATE OF MARKETS	Promise's Signour)
Executive Director (Authorized Sijnster er Agency)	6/30/11	EN)
4/30/1/ (Dose)	6/30/11 (Com)	*****





Founding Member Sponsors

- Corporate hospitality tent with catered food and beverage
- 100 tickets to a private concert to be held on Wednesday night
- Four backstage/VIP Hospitality passes during concert
- 100 tickets for entry into hospitality tent and tournament week long
- 10 Clubhouse badges week long
- 25 Benefactor badges week long
- 25 weekly grounds badges
- Two Honorary Observers passes for one tournament round, inside the ropes access during the tournament
- Founding Member jacket to be presented during trophy/ jacket presentation
- Founders' Only reception to be held on Tuesday night with player appearance
- Sponsor gift (signed pin flag, signed artist rendering of winning player, etc.)

- Three teams in Wednesday Pro-Am event (9 total players)
- Pro-Am reception following event
- Two teams in Monday Pro-Am event (6 total players)
- 20 VIP parking passes
- 50 regular access parking passes
- · Advertising credit for one full page ad in official program
- · Advertising credit in daily pairings
- Outdoor Signage/Video Boards
- 10 guest rooms for Tuesday-Monday of tournament week included with the ability to purchase more. The extra rooms will be on a first-come, first-served basis.
- One spa treatment per room
- \$100,000 in special amenity vouchers
- Five complimentary two-night stay vouchers, one round of golf on The Old White and \$500 in special amenity vouchers to be redeemed any time from August 2010 -June 2011

\$500,000 10 available



The State of West Virginia C/O Keith Burdette

Presenting Partner July 25 - July 31, 2011

Due 7/08/2011

\$500,000.00

TOTAL DUE

\$500,000.00

Please make check payable to Old White Charities, Inc. Please return one copy of invoice with remittance.

Jon Krakower, Sponsorship Sales Manager The Greenbrier Classic 300 West Main Street White Sulphur Springs, West Virginia 24986

THANK YOU.

I hereby certify that the items listed hereon have been received and approved for payment.

Wan

ame



West Virginia State Auditor's Office Request for Special Processing

Request for:	
*Manual Warrant (check received same of the same of th	ness day)
WVFIMS ID: 1/2309988	
Reason for request: <u>Need chack for</u>	presentation
*I understand a fee of \$5 per transaction will be charged request and wish to have the transactions identified on the indicated above.	ged to the State agency making the his request processed in the manner
WV Development Office	0301
State Agency Name	State Org ID
Ru Omn Phillips	7-7-11
Signature of Agency Representative	Date

REPORT ID: WVFA70U0

STATE OF WEST VIRGINIA

07/07/11 08:44:36

PAGE 1

FINANCIAL INFORMATION MANAGEMENT SYSTEM

OFFICE OF THE STATE AUDITOR

BASKET ESSENTIAL

INVOICE COVER SHEET

AUDITOR ENTRY ID: I 3 12309988

WVFIMS DOCUMENT ID: I 12309988

STATE ORGANIZATION: 0307

STATE ORGANIZATION NAME: WV DEVELOPMENT OFFICE

ORGANIZATION CONTACT: CARL D. SMITH ORGANIZATION ADDRESS: BLDG 6 ROOM 645

CHARLESTON

WV 25305-0000

ORGANIZATION: 0307

ORGANIZATION NAME: WV DEVELOPMENT OFFICE

DATE PREPARED: 07/07/11

DOCUMENT AMOUNT: 500,000.00

VENDOR INVOICE NUMBER: OLDWHITEC070811

AGENCY COMMITMENT: AGENCY DOCUMENT:

SPECIAL AUTHORIZATION: 4

OPEN END CONTRACT NUMBER:

DUE DATE: 07/07/11

SPECIAL HANDLING: Y
VENDOR NUMBER: 558412

VENDOR NAME: OLD WHITE CHARITIES INC

VENDOR ADDRESS: 300 W MAIN ST

WHITE SULPHUR SPRING WV 24986-

CONTACT PERSON/PHONE: LU ANN PHILLIPS

304-957-2059 EXT:

CASH ADVANCE: N BEGIN TRAVEL:

END TRAVEL: / /

COMMENTS: SPONSORSHIP OF THE GREENBRIER CLASSIC

GOLF TOURNAMENT

AUTHORIZED SIGNATURE:

DATE:

DATE:

APPROVED BY AUDITOR !

FUND FY ORG ACT OBJ GRANT

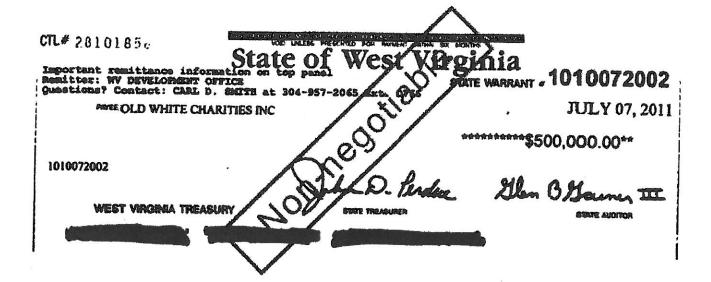
AMOUNT

3171 2012 0307 099 035

500,000.00

TOTAL INVOICE AMOUNT

500,000.00



REPORT ID: WVFA70U0 STATE OF WEST VIRGINIA

02/01/11

PAGE 1

FINANCIAL INFORMATION MANAGEMENT SYSTEM OFFICE OF THE STATE AUDITOR

15:08:42

GRANT

INVOICE COVER SHEET

AUDITOR ENTRY ID: I 4 11503270 WVFIMS DOCUMENT ID: I 11503270

STATE ORGANIZATION: 0307

STATE ORGANIZATION NAME: WV DEVELOPMENT OFFICE

ORGANIZATION CONTACT: CARL D. SMITH ORGANIZATION ADDRESS: BLDG 6 ROOM 645

CHARLESTON

WV 25305-0000

ORGANIZATION: 0307

ORGANIZATION NAME: WV DEVELOPMENT OFFICE

DATE PREPARED: 01/31/11

DOCUMENT AMOUNT:

1,000,000.00

VENDOR INVOICE NUMBER: 1110420111

AGENCY COMMITMENT: AGENCY DOCUMENT:

SPECIAL AUTHORIZATION: 4

OPEN END CONTRACT NUMBER:

DUE DATE: 02/01/11

SPECIAL HANDLING: Y

VENDOR NUMBER: 558412

VENDOR NAME: OLD WHITE CHARITIES INC

VENDOR ADDRESS: 300 W MAIN ST

WHITE SULPHUR SPRING WV 24986-

CONTACT	PERSON	/ PHONE :	ANTHONY	WHITE

304-957-2073 EXT:

CASH ADVANCE: N BEGIN TRAVEL: / /

END TRAVEL: / /

COMMENTS: 11-104 FIRST PAYMENT CONTRACT ATTACHED

AUTHORIZED SIGNATURE:

APPROVED BY AUDITOR:

DATE:

FUND FY ORG ACT OBJ GRANT DATE:

AMOUNT

0606 2011 0327 096 083

1,000,000.00

TOTAL INVOICE AMOUNT

1,000,000.00



West Virginia State Auditor's Office Request for Special Processing

Request for:			
*Manual Warrant (*Walk through (ch Marked for Specia	eck received ne	ext business o	lay)
WVFIMS ID: <i>I-11503270</i>			
	•	S	
	e .	8	
Reason for request:	Need	check	for presentation
			
*I understand a fee of \$5 per request and wish to have the trindicated above. Office; the Secretary Com	ansactions identi	be charged to fied on this req	the State agency making the uest processed in the manner
WY Com	merce		0327
State Agency N	ame Who		State Org ID
Signature of Agency Re	presentative	-	Date



State of West Virginia C/O Mr. Keith Burdette Greenbrier Classic State Partnership July 26 - August 1, 2010

State Allocated Funds

1,000,000.00

Deposit Due July 1, 2010

1,000,000.00

TOTAL DUE

\$1,000,000.00

Please make check payable to Old White Charities, Inc. Please return one copy of invoice with remittance.

Rob Booth, Director of Sponsorship Sales The Greenbrier Classic 300 West Main Street White Sulphur Springs, West Virginia 24986

THANK YOU.

I hereby certify that the items listed hereon have been releaved and approved for payment.

Date

Alame

AGREEMENT

Purchase Order # TEAM Vendor #	WVFIMS Account #	0606-2011-0327-096-083
LAW Velidol #	WVFIMS Vendor #	
Old White Charities Inc 300 W Main St White Suip	ohur Springs WV 24986	Agree to perform the
Following services for Commerce Secretary's		Greenbrier County
Provide State assistance to the 2010 Greenbrier Cla	esic	
Date(s) of Service: from July 26 ,2010	To Aug	just 1, 2010
The rate of pay shall be \$1,000,000.00	Per Invoice	
Not to exceed \$ 1,000,000.00		entire term of the contract.
NOTE: Any anticipated travel must be i reimbursed by the State and is to certification must be completed the State of West Virginia. Please check the appropriate box below: am not currently a full-limeter certification below). It is hereby certified that the services to be portion of the full-time duties of the emerge of the emergence of t	the sole responsibility and signed if the venture of the semployee of the State of	y of the vendor. The following ador is a full-time employee of State of West Virginia; of West Virginia (complete preement will not interfere with
From the State of West Virginia for full-time (\$ N/A	employment during the	current fiscal year will be
The vendor serves as N/A	With the title	of N/A
Certified by N/A		
(Supervisor's Signature)		
APPROVED BY:		
Agency WV Development Office	Verrdor Old	White Charities Inc
(Authorized Signature of Agency) Executive Director (Title) (Date)		(Vendor's Signature) 59-963 (Social Security or FEIN)
WV-48 (rev. 07/96)		(Date)

WEST VIRGINIA DEVELOPMENT OFFIC		FICE		Grant Number: 11-104
GKANI	AWARD		Payment Number:	State Acct. No.: 0606-2011-0327-096-083
			E:	Program Name:
			Fiscal Year:	Program Name.
			2011	
irantee Name & Addr	ess: F.E.I.N.		Grant Period:	4 2040
			1, 2010 30, 2011	
			To: June	30, 2011
OH 148-2	la Charitias Inc		Project Name: Sta	te Aassitance
	te Charities Inc Main Street		r toject remite. Va	
	ulphur Springs, WV 24	986	Grant ID:	
AMING OF	dipital opinigs, TV 24	000		
			Project Number:	
	Project Des	cription	<u></u>	
	Change (Orders		
	Change (Order <u>s</u>		
Number:	Change (Orders Purpose:		
Number:	-		······································	
Number:	-			
<u>Number:</u>	-			
Number:	-			
Number:	-			
Number:	-			
	Date:			
ERMS AND CONDITIONS	Date:		TOTAL AMOUNT	
TERMS AND CONDITIONS	Date: S ARE ON FILE IN THE PMENT OFFICE AND		TOTAL AMOUNT OTHIS GRANT \$1,0	
FERMS AND CONDITIONS WEST VIRGINIA DEVELOR AVAILABLE FOR INSPEC	Date: S ARE ON FILE IN THE PMENT OFFICE AND TION. A COPY OF THE		THIS GRANT \$1,0	
TERMS AND CONDITIONS WEST VIRGINIA DEVELOR AVAILABLE FOR INSPECTORIGINAL AGREEMENT I	Date: S ARE ON FILE IN THE PMENT OFFICE AND TION. A COPY OF THE S ATTACHED TO		THIS GRANT \$1,0	
TERMS AND CONDITIONS WEST VIRGINIA DEVELOR AVAILABLE FOR INSPECTORIGINAL AGREEMENT IS	Date: SARE ON FILE IN THE PMENT OFFICE AND TION. A COPY OF THE S ATTACHED TO PROCESSED		THIS GRANT \$1,0	
TERMS AND CONDITIONS WEST VIRGINIA DEVELOR AVAILABLE FOR INSPECTORIGINAL AGREEMENT INTERPRETATION OR ABOUT	Date: S ARE ON FILE IN THE PMENT OFFICE AND TION. A COPY OF THE S ATTACHED TO PROCESSED		THIS GRANT \$1,0 Authorized Signature:	telf Gentler
TERMS AND CONDITIONS WEST VIRGINIA DEVELOR AVAILABLE FOR INSPECTORIGINAL AGREEMENT IS	Date: S ARE ON FILE IN THE PMENT OFFICE AND TION. A COPY OF THE S ATTACHED TO PROCESSED		THIS GRANT \$1,0 Authorized Signature:	



I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

OLD WHITE CHARITIES, INC.

Control Number: 99HXQ

has filed its application for "Certificate of Incorporation" in my office according to the provisions of the West Virginia Code. I hereby declare the organization to be registered as a corporation from its effective date of December 29, 2009, until a certificate of dissolution has been filed with Secretary of State.

Therefore, I hereby issue this

CERTIFICATE OF INCORPORATION



Given under my hand and the Great Seal of the State of West Virginia on this day of December 29, 2009

Natelil E germent

Secretary of State

FILED

DEC 2 9 2009

IN THE OFFICE OF SECRETARY OF STATE

ARTICLES OF INCORPORATION

99HXA

OF

Old White Charities, Inc.

The undersigned, acting as incorporator of a corporation under Section 202, Article 2, Chapter 31E of the Code of West Virginia adopts the following Articles of Incorporation for a West Virginia Domestic Corporation:

I. The name of this corporation is:

Old White Charities, Inc.

- II. The existence of this corporation shall be perpetual.
- III. Old White Charities, Inc., a West Virginia nonprofit corporation, (hereinafter referred to as "corporation") is organized exclusively for religious, charitable, scientific, literary, or educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code.
- IV. In pursuance of the carrying out of its objects and purposes, this corporation shall have the same powers as any natural person to do any and all acts and things necessary or convenient to carry out the objects and purposes of this corporation and its business and affairs that are not contrary to the laws of the United States or the State of West Virginia.
- V. The physical and mailing address of the principal office of this corporation shall be at 300 W. Main Street, White Sulphur Springs, West Virginia 24986-2414. The name and address of the person to whom notice shall be sent or process served upon, or service of which is

accepted by the Secretary of State, is Tim McNeely, whose address is 300 W. Main Street, White Sulphur Springs, West Virginia 24986-2414.

VI. This corporation is not organized for profit, and shall not have the power or authority to issue capital stock or to make distributions to its directors or officers prohibited by the West Virginia Nonprofit Corporation Act, as amended.

VII. This corporation shall have no members.

VIII. No person serving as a director of this corporation shall have any liability to this corporation for monetary damages for any action taken, or any failure to take any action, as a director, except for: (1) the amount of any financial benefit received by a director to which that person is not entitled; (2) an intentional infliction of harm on this corporation; (3) an unlawful distribution; or (4) an intentional violation of criminal law.

IX. This corporation is obligated to provide indemnification to any director or officer to the fullest extent permitted by law. Without limiting the generality of the preceding sentence, the corporation shall be obligated to indemnify a director for any liability, as that term is defined in the West Virginia Nonprofit Corporation Act, as amended, to any person for any action taken, or any failure to take any action, as a director, as the case may be, except liability for (1) receipt of a financial benefit to which a director is not entitled, (2) an intentional infliction of harm on the corporation, (3) an unlawful distribution, or (4) an intentional violation of criminal law. For the purposes of such obligation to indemnify, the words "director" or "officer" means an individual, or the estate or personal representative of an individual, who is or was a director or officer, respectively, of this corporation, or who, while a director or officer of this corporation, is or was serving at this corporation's request as a director, officer, partner, manager, trustee,

employee, or agent of another domestic or foreign corporation, partnership, joint venture, limited liability company, trust, employee benefit plan, or other entity.

X. This corporation is organized and shall be operated solely for charitable, scientific and educational purposes, and is not organized and shall not be operated for profit; no part of the net earnings of this corporation shall inure to the benefit of any private shareholder or individual, and no substantial part of its activities shall consist of carrying on propaganda or otherwise attempting to influence legislation, and it shall not participate in, nor intervene in, any political campaign on behalf of any candidate for public office. Any other provision of these Articles of Incorporation to the contrary notwithstanding, this corporation shall have no powers that are inconsistent with the laws of the State of West Virginia, or which are inconsistent with or adversely affect the qualification of this corporation as an exempt organization under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, or any subsequent law of like import. This corporation shall not engage in any activity which would give rise to liability for any of the taxes imposed under Section 4942, nor shall it engage in any acts contrary to Sections 4941, 4943, 4944 or 4945, of the United States Internal Revenue Code of 1986, as amended, or any subsequent law of like import.

XI. In the event the activities of this corporation, in pursuance of the objects and purposes set out herein, are discontinued or, upon the dissolution of this corporation, all property of this corporation or the proceeds of liquidation thereof shall be distributed to or for the benefit of the United States of America or the State of West Virginia, or any political subdivision thereof, for a public purpose, or to some one or more corporations, trusts, funds or foundations created in the United States and under the laws of the United States or some state thereof, organized and operated exclusively for charitable, scientific and educational purposes, or any of

such purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation, and which does not participate in or intervene in any political campaign on behalf of any candidate for public office, in such amounts and proportions as the Board of Directors of this corporation shall determine, for use in the fields of higher education in West Virginia and no part of such property or proceeds of liquidation shall be distributed to or among any private individuals.

XII. This corporation does not expect to hold West Virginia real estate.

XIII. The incorporator of this entity is John F. Allevato, Spilman Thomas & Battle, PLLC, P.O. Box 273, 300 Kanawha Blvd., East, Charleston, West Virginia 25321-0273.

DATED: December 29, 2009

Old White Charities, Inc.

By:

John F. Allevato

Incorporator

IRS DEPARTMENT OF THE TREASURY
CINCIENATI OH 45999-0023

Date of this notice: 12-30-2009

Employer Identification Number: 27-1569963

51-1203303

Form: 55-4

Number of this notice: CP 575 A

OLD WHITE CHARITIES INC % TIM MOMERLY 300 W MAIN ST WHT SPHR SPGS, WV 24986

Por assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-1569963. This BIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your BIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one BIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 Form 940 04/30/2010 01/31/2011

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may binding on the IRS. If you want a legal determination of your tax classification, you may broquest a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filling Form 8832. Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a Please activate the PIN once you receive it, even if you have requested the services of a Publication 966, Electronic Choices to Pay All Your Federal Taxes and Publication 4248, Publication 966, Electronic Choices to Pay All Your Federal Taxes and Publication 4248, EFTPS (Brochure). If you need to make a deposit before you receive your Welcome Package, EFTPS (Brochure). If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, please visit an IRS taxpayer assistance center nearest you, visit the IRS Web site at http://www.irs.gov/localcontacts/index.html. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXFORMS (1-800-829-3676).

575A (IRS USE ONLY)

The IRS is committed to helping all tampayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for husiness products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

DOPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this BIN on your tax-related correspondence and documents.

If you have questions about your BIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep t	his	part	for	YOUR	records.
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CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Flease correct any errors in your name or address.

CP 575 A

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 12-30-2009

EMPLOYER IDENTIFICATION NUMBER: 27-1569963

FORM: \$5-4

NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 fola delitatelade la la la la lacalfassociale alla lalade OLD WHITE CHARITIES INC & TIM MCMEELY 300 W MAIN ST WHT SPHR SPGS, WV 24986

REPORT ID: WVFA70U0 STATE OF WEST VIRGINIA PAGE 1 FINANCIAL INFORMATION MANAGEMENT SYSTEM

07/22/10 10:23:09

OFFICE OF THE STATE AUDITOR

BASKET ESSENTIAL

INVOICE COVER SHEET

AUDITOR ENTRY ID: I 3 11172897 WVFIMS DOCUMENT ID: I 11172897

STATE ORGANIZATION: 0307

STATE ORGANIZATION NAME: WV DEVELOPMENT OFFICE

ORGANIZATION CONTACT: CARL D. SMITH ORGANIZATION ADDRESS: BLDG 6 ROOM 645

CHARLESTON

WV 25305-0000

ORGANIZATION: 0307

ORGANIZATION NAME: WV DEVELOPMENT OFFICE

DATE PREPARED: 07/22/10

DOCUMENT AMOUNT:

VENDOR INVOICE NUMBER: WV DEVELOPMENT OFF 6,000.00 AGENCY COMMITMENT:

AGENCY DOCUMENT:

SPECIAL AUTHORIZATION: 4

OPEN END CONTRACT NUMBER:

DUE DATE: 07/22/10

SPECIAL HANDLING: Y

VENDOR NUMBER: 558412

VENDOR NAME: OLD WHITE CHARITIES INC

VENDOR ADDRESS: 300 W MAIN ST

WHITE SULPHUR SPRING WV 24986-

CONTACT PERSON/PHONE: CARL D SMITH

CASH ADVANCE: N BEGIN TRAVEL: / / 304-957-2065 EXT: END TRAVEL: / /

COMMENTS: PURCHASE DISPAY BOOTH SPACE AT GREENBRIE

ELECTRONICALLY AUTHORIZED BY: CARL D SMITH

ADM SERV ASST

DATE: 2010-07-22

APPROVED BY AUDITOR: DATE: FUND FY ORG ACT OBJ GRANT AMOUNT 3171 2011 0307 099 035 6,000.00 TOTAL INVOICE AMOUNT 6,000.00



West Virginia State Auditor's Office Request for Special Processing

Request for:	
*Manual Warrant (check received x *Walk through (check received ne x Marked for Special Handling in W	and the continuous and the conti
WVFIMS ID: 1 11172897	
Reason for request: Greenbrier Classic that starts next week. Mar for special handling so we can take check with up our booth.	eay for display booth at ked check f. h us when set
*I understand a fee of \$5 per transaction will be request and wish to have the transactions identified indicated above.	charged to the State agency making d on this request processed in the ma
WV Development Office	
State 199ehor Name	State Org ID
Signature of Agency Representative	7/22/2010 Date

Old White Charities, Inc. HOSPITALITY PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement") for the purchase of elements listed herein is made and entered into between Old White Charities, Inc. ("OWC") and the party listed below as Purchaser. In consideration of the respective rights and obligations under this Agreement and other valuable consideration, OWC and Purchaser have fully reviewed and agreed to all of the terms and conditions of this Agreement. Tournament:

The Greenbrier Classic

Location:

The Greenbrier Resort, White Sulphur Springs, WV

Dates:

July 26 - August 1, 2010

Purchaser:

WV Development Office

Purchaser Address: Building 6, Room 504

Charleston, WV 25305

Purchaser Contact: Mr. Moses Zegeer

.. IN TAIR ITIATION

Purchaser Email: MONES. 288 CON (WV. 80V

1. Inventory: Purchaser will receive the Inventory listed in Exhibit A

2. Investment:

\$6,000

3. Term:

1 year - 2010 - with option to renew for 2011

Payments by check must be made payable to "Old White Charities, Inc". The Terms and Conditions and Exhibit A contained in the following two pages are expressly made a part of this Agreement. Each of the parties PURCHASIER

Title: Irade Show Manager

Date of Execution: July 19, 2010

nat the items listed hersen have been received and Experie ioi payment

Old White Charities, Inc.

I hereby certify that this is a copy

of an original receipt and payment

I hereby certify that this is a copy

of an original receipt and paying

has not been made

has not been made.

Phone Number: 304-957-2078

Date of Execution:

I hereby certify that this is a copy of an original receipt and payment

has not been made.

TERMS AND CONDITIONS

1. PAYMENT TERMS. In consideration for the Inventory listed in Exhibit A, Purchaser shall pay to OWC the package investment plus all applicable sales tax. Purchaser shall pay one hundred percent (100%) of the Investment upon execution of this Agreement. An invoice will be provided upon execution.

Please ramit payment to the following address: Old White Charities, INC 300 West Main St. White Sulphur Springs, WV 24986

Please return signed contract to:
The Greenbrier Classic
300 West Main St.
White Sulphur Springs, WV 24986
FAX: 304-536-7893 (if faxing, please also mail
original)

- payment of the Investment from Purchaser in accordance with this Agreement. OWC reserves the right to modify the Location and/or Dates in its sole discretion. OWC will notify Purchaser of any such modification via the address and/or email set forth in this entitle Purchaser shall receive the Inventory hereunder at such reacheduled or relocated Tournament. No such modification shall entitle Purchaser to a refund of the Investment.
- 3. POOD & BRYKRAGE. Purchaser acknowledges that the Investment may be exclusive of food and beverage products and services. If food and beverage is included, such inclusion is detailed in ExhibitA. Further, food and beverage may be purchased throughout the golf course by Purchaser at an additional cost to Purchaser. In addition, professional esterers, selected by OWC, will be assigned by OWC when applicable. If Purchaser is assigned a caterer by OWC, the applicable caterer shall provide to Purchaser a variety of menu options in exchange for the minimum catering charge. Additional catering charges may apply for other food and severage services mutually agreed upon by Purchaser and the applicable enterer. Hours of food and beverage service are to be mutually agreed upon by Purchaser and the caterer.
- 4. WEATHER & POLICY. Purchaser acknowledges and agrees that the Investment is nonrefundable and Purchaser shall not be entitled to a refund of any portion of the Investment in the event the Tournament is cancelled, postponed, delayed or rescheduled due to weather, an act of God, state of war, union strike or any other condition beyond the reasonable control of OWC. In the event the Issued hereunder at the postponed, delayed or rescheduled due to any of the reasons listed above, Purchaser shall enjoy all rights and privileges is the postponed, delayed or reacheduled Tournament at no additional charge to Purchaser.
- S. <u>NO LICENSE</u>. Purchaser acknowledges and agrees that (i) this Agreement does not grant Purchaser any right or license to the use of any of OWC or Toursament's trademarks, names or logos and (ii) Purchaser shall not use, in any manner, any of the OWC or Tournament's trademarks, names or logos without OWC's prior written consent. Notwithstanding the foregoing, Purchaser may Official Licensees of the OWC.
- 6. PRODUCTS. Purchaser shall not distribute any goods or merchandise within Purchaser's area without the prior written consent of OWC.
- ADMITTANCE. OWC reserves the right to refuse or revoke the admittance to the Tournament for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or to refuse or revoke the use of any other privileges granted in this Agreement due to such conduct. In such event, Purchaser shall not be entitled to any return or refund of any amounts of the Investment paid to OWC. In addition, credentials contained in the Inventory shall not be conveyed, assigned, sold or otherwise transfer, OWC shall have the right to refuse or revoke the use of any badge, tickets or other privileges provided in the Inventory and Purchaser shall not be entitled to a refund of any part of the Investment.
- 8. NO RESELLING. Purchaser may not reself all or any portion of the Inventory to any person or entity without the prior written consent of OWC.
- 9. INDEMNIFICATION. Purchaser shall indemnify, defend and hold OWC and its affiliates and their officers, directors employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action, and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) suffered or incurred by OWC as a result of any obligation of Purchaser in performance of this Agreement or Purchaser's use of the Inventory.
- 10. TERMINATION/CANCELLATION. This Agreement may not be terminated or cancelled by Purchaser. In the event of a wrongful termination, OWC may retain all payments received bereunder and shall have the right to pursue all available remedies at law or otherwise. OWC may terminate this Agreement at any time in its sole discretion.
- 11. MISCRLIANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. Purchaser may not assign its rights or obligations hereunder without the prior written consent of OWC. No amendment to this Agreement shall be effective unless in writing and executed by all parties.
- 12. PAYMENT DISCLOSURE. Payments by Purchaser hereunder are not tax deductible as a charitable contribution. The Investment may qualify for a 100% deduction as an entertainment expense incurred in connection with a charitable sporting event. Please consult your tax advisor.

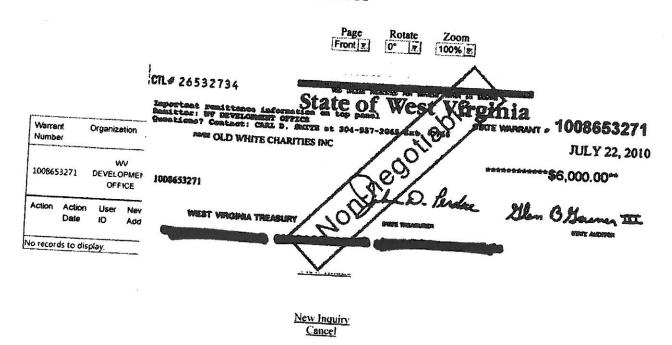
Exhibit A

Expo Tent

- White 10' x 10' (upgrade available) with three (3) side walls
- Flooring with Green carpeting
- One (1) 8' Table
 - O Tables are covered and skirted
- Two (2) chairs
- Two (2) electrical outlets
- Eight (8) Lot B Parking Passes
- Eight (8) Credentials (4 with Cell Phone access)
- One (1) 8' skirted table to be placed in the Champions room of the Clubhouse beginning on Thursday, 7/29/10

Check Image Viewer

WVSTO Check Viewer



Туре	Address	
Local Office Address	818 N. EISENHOWER DRIVE BECKLEY, WV, 25801	
Mailing Address	300 W. MAIN ST. WHITE SULPHUR SPRINGS, WV, 24986 USA	
Notice of Process Address	CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLESTON, WV, 25313	
Principal Office Address	300 W. MAIN STREET WHITE SULPHUR SPRINGS, WV, 24986 USA	
Гуре	Address	

Officers		
Туре	Name/Address	
Director	JAMES C. JUSTICE II 106 LOCKHEED DR. BEAVER, WV, 25813	
Director	JAMES C. JUSTICE III 106 LOCKHEED DR. BEAVER, WV, 25813	********
Incorporator	JOHN F. ALLEVATO SPILMAN THOMAS & BATTLE, PLLC P.O. BOX 273, 300 KANAWHA BLVD. EAST CHARLESTON, WV, 25321 USA	
President	JAMES C. JUSTICE, II PO BOX 2178 BEAVER, WV, 25813	
Secretary	CATHY L. JUSTICE PO BOX 2178 BEAVER, WV, 25813	***************************************
Treasurer	JAMES C. JUSTICE, III PO BOX 2178 BEAVER, WV, 25813	
Vice-President	CATHY L. JUSTICE PO BOX 2178 BEAVER, WV, 25813	

	Туре	Name/Address
L		

Annual Reports			
Date	Filed For		
4/16/2013	2014		
6/19/2012	2013		
2/22/2011	2012		
10/29/2010	2011		
Date	Filed For		

For more information, please contact the Secretary of State's Office at 304-558-6000.

Thursday, June 5, 2014 — 11:11 AM

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Butcher, Loarie H

From:

Davis, Georgina L

Sent:

Wednesday, August 19, 2015 12:22 PM

To:

Butcher, Loarie H

Subject:

Old White Charities - Final Payment WV-48

Attachments:

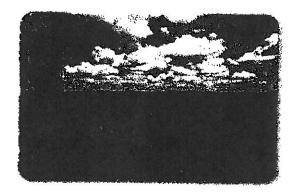
TOR4981 Old White Charities WV48 final payment.pdf

Here is the 48 for the final payment...

Georgie

Georgina Davis | Administration
Wild, Wonderful West Virginia
90 MacCorkle Avenue, SW | South Charleston, WV 25303
#GoToWV | (304) 957-9339
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